



**GAS RETAIL LICENCE**

**AGL SALES (QUEENSLAND) PTY LTD**  
**ACN 121 177 740**

**As Varied on**  
**31 October 2017**

C/17/19627

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This licence is issued pursuant to section 26 of the *Gas Industry Act 2001* (Vic) and is subject to the conditions set out in this licence.

**Date**

This Licence is issued to take effect from 14 March 2007.

**Licensee**

This Licence is issued to:

AGL SALES (QUEENSLAND) PTY LTD, ACN 121 177 740, (the Licensee)

THE COMMON SEAL of the )  
ESSENTIAL SERVICES COMMISSION )  
was affixed pursuant to the authority )  
of the Commission )



A handwritten signature in blue ink, appearing to read "Ron Ben-David".

.....  
Dr Ron Ben-David

**CHAIRPERSON**

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## Part A - Interpretation

### 1. Definitions

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1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

<b>Act</b>	the <i>Gas Industry Act 2001</i> (Vic)
<b>administrator</b>	an administrator appointed by the Commissioner under section 41 of the Act in respect of the Licensee's retail business
<b>ancillary supply point</b>	the meaning given to that term by the <i>Gas Industry (Residual Provisions) Act 1994</i>
<b>business day</b>	a day other than a Saturday, Sunday or a public holiday appointed under the <i>Public Holidays Act 1993</i>
<b>Commission</b>	the Essential Services Commission under the <i>Essential Services Commission Act 2001</i>
<b>communication</b>	a notice, agreement, consent, director, representation, advice, statement or other communication required or given pursuant to or in connection with this licence
<b>customer</b>	unless the context otherwise permits or requires, a person who buys or may want to buy gas from a retailer and includes other retailers
<b>distribution licence</b>	a licence to provide services by means of distribution pipeline granted under the Act
<b>distribution pipeline</b>	the meaning given to that term by the Act
<b>distributor</b>	a person who holds, or is exempt from holding, a distribution licence under the Act
<b>domestic or small business customer</b>	in relation to the Licensee and a supply of gas from a supply point, the same meaning as in any relevant order
<b>Energy Retail Code</b>	the code of that name setting out terms and conditions relevant to contracts for the supply or sale of gas determined by the Commission under the Act
<b>enforcement order</b>	a provisional order or a final order issued under section 53 of the ESC Act
<b>Gas Distribution System Code</b>	the code of that name certified by the Commission
<b>gas safety obligations</b>	any obligation of the Licensee arising under or in relation to the <i>Gas Safety Act 1997</i> or regulations made under that Act

<b>guideline</b>	a guideline published by the Commission
<b>Licensee</b>	AGL Sales (Queensland) Pty Ltd , ACN 121 177 740
<b>Minister</b>	the person who is the Minister for the purposes of the relevant section of the Act
<b>MSO Rules</b>	the meaning given to that term by the Act
<b>objectives</b>	the objectives specified in section 18 of the Act and section 8 of the <i>Essential Services Commission Act 2001</i>
<b>order</b>	an Order in Council made or in force under the Act or the <i>Essential Services Commission Act 2001</i>
<b>personal information</b>	information or opinion which constitutes "personal information" under the <i>Privacy Act 1988</i> or would constitute personal information if the term "individual" as used in that Act extended to any type of customer, including a body corporate
<b>retail business</b>	the business that a retailer carries on under its retail licence or exemption granted under the Act
<b>retail licence</b>	a licence granted under the Act to sell gas by retail
<b>retail rules</b>	the relevant retail gas market rules (as defined in Division 2 of Part 4 of the Act) applicable to supply points in respect of which the Licensee sells gas
<b>retailer</b>	a person who holds, or is exempt from holding, a retail licence under the Act
<b>supply point</b>	the meaning given to that term by the <i>Gas Industry (Residual Provisions) Act 1994</i>
<b>undertaking</b>	an undertaking given by the Licensee under section 53(5)(a) of the <i>Essential Services Commission Act 2001</i>
<b>VENCorp</b>	the Victorian Energy Networks Corporation established under Part 8 of the Act
<b>writing</b>	any mode of representing or reproducing words, figures, drawings or symbols in a visible form

- 1.2. In this Licence, unless the context otherwise requires:
- a. headings and footnotes are each for convenience only and do not affect the interpretation of this Licence;
  - b. words importing the singular include the plural and vice versa;
  - c. words importing a gender include any gender;
  - d. an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;



- e. a reference to a condition, clause, or part is to a condition, clause, or part of this Licence;
- f. a reference to any statute including the Act and regulation, proclamation, Order in Council, ordinance or by-law includes all statutes, regulations, proclamations, Orders in Council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, Orders in Council, ordinances, by-laws and determinations issued under that statute;
- g. a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- h. a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;
- i. other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;
- j. a period of time:
  - A. which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - B. which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- k. an event which is required under this Licence to occur on or by a stipulated day which is not a business day may occur on or by the next business day.
- l. where any matter or provision is required to be "reasonable", the Commission will, if required, in its discretion decide what is or is not reasonable based solely on the Commission's opinion of the matter.

## **Part B - Licence**

### **2. Grant of Licence**

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- 2.1. Subject to the conditions set out in this licence, the Licensee is licensed to sell gas by retail.

### **3. Term**

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- 3.1. This licence is issued effective from 15 November 2006 and has been varied on the dates set out in Schedule 2.
- 3.2. The Commission may revoke this licence in accordance with clauses 3.3 or 3.4.
- 3.3. The Commission may at any time agree with the Licensee that this licence should be revoked, in which case the term of this licence ends on the day agreed.
- 3.4. The Commission may at any time give notice of revocation in accordance with clauses 3.5 and 3.6 to the Licensee if:
  - a. the Licensee does not comply with an enforcement order or an undertaking; and
  - b. the Commission is satisfied that revocation of this licence is desirable having regard to the objectives,in which case, subject to clauses 3.2, 3.7 or 4.2, the term of this licence ends on the expiration of the period of the notice.
- 3.5. If the enforcement order or undertaking relates to a breach of this licence which in the Commission's opinion is causing serious and immediate detriment to customers, the Commission must give at least 5 business days' notice of revocation to the Licensee under clause 3.4.
- 3.6. If clause 3.5 does not apply, the Commission must give at least 20 business days' notice of revocation to the Licensee under clause 3.4.
- 3.7. The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the Licensee complies with the enforcement order or the undertaking (as the case may be).

### **4. Customer contracts**

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- 4.1. The Licensee must not enter into any contract with a customer in Victoria for the sale of gas by retail unless a term of that contract is:
  - a. that the contract is governed by Victorian law; and
  - b. that dispute resolution occurs in Victoria.

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**5. Reliability of supply**

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- 5.1. Except in relation to a sale of gas where the customer rather than the Licensee is responsible for arranging supply, the Licensee must notify the relevant distributor or transmission company (and VENCORP as required) of the Licensee's contractual arrangements with the Licensee's customers relating to interruption or curtailment of supply within 21 business days of entering into such arrangements.
- 5.2. If the Licensee is notified by a distributor or transmission company of any interruption or curtailment of delivery of gas at a distribution or transmission delivery point, the Licensee must use reasonable endeavours to ensure that its customers comply with any reasonable requirement set out in the notice.

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**6. Statement of charges**

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- 6.1. A statement issued by the Licensee to a customer requiring payment for gas sold to that customer must, if and when the Commission considers it reasonable having regard to the cost to the Licensee, include as a separate item the total of amounts charged by a distributor (if any) and the total amounts charged by a transmission company in respect of that customer based on the amounts directly attributable to that customer or, to the extent that amounts are attributable jointly to that customer and another customer, based on a fair and reasonable allocation of the amounts.
- 6.2. Any question as to the fairness and reasonableness of an allocation of an amount referred to in clause 6.1 is to be decided by the Commission on the basis of the Commission's opinion of the fairness and reasonableness of the allocation.

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**7. Confidentiality**

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- 7.1. The Licensee must comply with any guideline concerning the use or disclosure of personal information about a customer.

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**8. Co-operation with VENCORP**

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- 8.1. As soon as practicable after any request made by VENCORP, the Licensee must supply such information to VENCORP as VENCORP may reasonably require to perform its functions and exercise its powers under the Act.
- 8.2. A question as to the reasonableness of a requirement by VENCORP for information as contemplated by clause 8.1 is to be decided by the Commission on the basis of the Commission's opinion of the reasonableness of the requirement.



**9. Compliance with orders, codes and guidelines**

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- 9.1. As well as complying with this licence, the Licensee must comply with all applicable provisions of:
- a. any order;
  - b. any retail rules;
  - c. the Gas Distribution System Code;
  - d. the Energy Retail Code;
  - e. any guideline, if the guideline itself requires the Licensee to comply or the Commission has informed the Licensee that compliance is required by way of a communication given to the Licensee by the Commission;
  - f. any guideline identified as one with which the Licensee must comply in section 64(a) of the Act;
  - g. any scheme or schemes approved by the Commission under sections 62 and 63 of the Act; and
  - h. a code dealing with retailers' marketing conduct which has been developed by retailers, to the extent required by the Commission (after consultation with the Licensee) in a communication identifying the code.
- 9.2. The Licensee must monitor its compliance with this licence and any order, code or guideline it is required to comply with under clause 9.1.
- 9.3. If the Licensee becomes aware of any breach of this licence or any order, code or guideline by the Licensee, the Licensee must notify the Commission of the breach as soon as practicable.

**10. On going technical capacity**

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- 10.1 The Licensee is to maintain technical capacity as detailed in its licence application and such additional technical capacity as required or advised by the Commission to the licensee.
- 10.2 Notwithstanding the requirement set out in clause 10.1, the Licensee must at all times maintain such additional technical capacity as is reasonably required to undertake the activities that are the subject of this licence in such a manner as to provide an ability to it to meet and utilize technological advances in the gas industry.
- 10.3 The Commission must be advised and provided with copies of any agreement(s) and any amendment(s) thereto whereby any technical capacity is outsourced to third parties, including related parties.

- 10.4 Upon request by the Commission from time to time, the Licensee must, in a manner and form determined by the Commission, provide to the Commission details of the Licensee's technical and other capacity to continue its operations authorised by this licence.

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**11. Regulatory audits**

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- 11.1. Upon request by the Commission, the Licensee must appoint an independent auditor to conduct audits of:
- a. its compliance with obligations under this licence, including obligations to comply with codes and guidelines; and
  - b. the reliability and quality of information reported by the Licensee to the Commission, and the consistency of that information with the Commission's specifications.
- 11.2. The Licensee must comply, and must require the Licensee's auditor to comply, with relevant aspects of any guideline dealing with audits under this clause 10, including any minimum requirements relating to the appointment of the auditor, the terms and conditions of the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit.
- 11.3. The Licensee must comply, and must require the Licensee's auditor to comply, with relevant aspects of any guideline dealing with audits under this clause, including any minimum requirements relating to the appointment of the auditor, the terms and conditions of the appointment of the auditor, the scope of the audit, the conduct of the audit and the reporting of the results of the audit

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**12. Dispute resolution**

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- 12.1. If requested by the Commission the Licensee must develop, submit to the Commission for its approval and implement a scheme for the investigation and resolution of disputes between it and:
- a. a customer about the Licensee's services, billing and charging; and
  - b. aggrieved persons about the manner in which the Licensee conducts its retail business generally.

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**13. Separate accounts**

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- 13.1. The Licensee must ensure that separate accounts are prepared for its retail business.

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**14. Provision of information to the Commission**

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- 14.1. The Licensee must provide to the Commission, in the manner and form decided by the Commission, such information as the Commission may from time to time require.
- 14.2. Where the Licensee has outsourced or subcontracted another party or used an agent to perform any function of the Licensee in respect of the utilisation of this licence or the business of the Licensee in respect thereof information held or obtained by such party in respect thereof shall be deemed for the purposes of this Licence to form part of the records held by the Licensee and shall be provided by the Licensee to the Commission upon a requirement of production under clause 19.1. The Licensee shall ensure that all contracts entered into with any such third parties shall provide for the provision of such records.

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**15. Payment of fees**

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- 15.1. The Licensee must pay as directed by the Commission any fee determined in accordance with section 30 of the Act.
- 15.2. Insofar as a fee or charge determined by the Minister under section 30 of the Act in respect of this licence is an annual fee or charge, it must be paid:
- a. in four equal instalments on the last days of September, December, March and June in each financial year; or
  - b. in one payment on or before the last day of September in each financial year;

in the manner notified to the Licensee by the Commission.

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**16. Administrator**

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- 16.1. If an administrator is appointed to the Licensee's business under section 41 of the Act, the administrator must exercise its functions and powers in such a manner as may be specified by the Commission in the instrument of appointment.
- 16.2. The Licensee is responsible for the acts and defaults of the administrator.

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**17. Compliance with laws**

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- 17.1. The Licensee must comply with all applicable laws (including the Act and gas safety obligations).



**18. Variation**

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- 18.1. This licence may be varied in accordance with section 38 of the Act.

**19. Transfer of licence**

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- 19.1. This licence may be transferred in accordance with section 40 of the Act.

**20. Communications**

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- 20.1. A communication must be in writing.
- 20.2. A communication is to be regarded as having been given by the sender and received by the addressee:
- a. when delivered in person to the addressee;
  - b. 3 business days after the date of posting, if the communication is posted within Australia;
  - c. 7 business days after the date of posting, if the communication is posted outside Australia;
  - d. when, according to the sender's transmission report, received by facsimile transmission by the addressee; or
  - e. when it is an electronic communication, in accordance with the *Electronic Transactions (Victoria) Act 2000*.



### **SCHEDULE 1: VARIATIONS**

This licence which was originally issued on 15 November 2006 (to take effect from 1 December 2006) has been varied as follows.

<b>Date</b>	<b>Reason for variation</b>
14 March 2007	Change of name from Sun Gas Retail Pty Ltd to AGL Sales (Queensland) Pty Ltd
31 October 2017	To standardise licence conditions relating to compliance with the Energy Retail Code.

